

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

ENCOMPASS INSURANCE COMPANY OF  
MASSACHUSETTS

Plaintiff,

v.

JOSEPH D. GIAMPA, FREDERICK T.  
GIAMPA, ADVANCED SPINE CENTERS  
INC. d/b/a FIRST SPINE REHAB, FUTURE  
MANAGEMENT CORPORATION, EDWARD  
KENNEDY, BRIAN J. CULLINEY, D.C. and  
JENNIFER McCONNELL, D.C.

Defendants.

Civil Action No. 05-CV-11693-RCL

**ORDER DISSOLVING EX PARTE ATTACHMENT  
OF REAL PROPERTY AT 3 KAYLA DRIVE, WESTFORD, MA AND ALLOWING  
ATTACHMENT OF REAL PROPERTY AT 3 GIFFORD DRIVE, WESTFORD, MA**

At the request of the plaintiff Encompass Insurance Company of Massachusetts  
("Encompass") and defendant Brian J. Culliney ("Culliney") it is hereby ORDERED as follows:

1. That the Ex Parte Real Estate Attachment ordered by the Court on Tuesday August 16, 2005, on any and all real property owned by or in which Culliney holds any interest up to the amount of \$625,386.00, is hereby MODIFIED to \$1,890,000.00 ("MODIFIED ATTACHMENT") and DISSOLVED with respect only to the real property located at 3 Kayla Drive, Westford, Massachusetts ("Kayla Drive Property") to facilitate the sale of such property on Monday August 22, 2005;

2. That Culliney, and his wife, Nancy Culliney, own the Kayla Drive Property as "Tenants By The Entirety" subject to a mortgage and Homestead protection. The equitable and

beneficial interest in the Kayla Drive Property at the time of the sale is \$385,000.00 (“Kayla Equity”);

3. That Culliney, and his wife, Nancy Culliney, will acquire an equitable and beneficial interest equal to or greater than the Kayla Equity upon their purchase on August 22, 2005, of the real property located at 3 Gifford Drive, Westford, Massachusetts (“Gifford Property”), the practical effect of which shall be to insure that the value of Encompass’ present attachment shall not be diminished by the Kayla Drive transfer and Gifford Drive acquisition;

4 That the MODIFIED ATTACHMENT in the amount of \$1,890,000.00 will be subordinate only to the Citizens Bank First Mortgage on the Gifford Drive property;

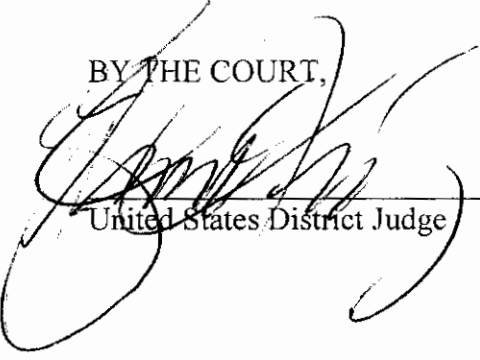
5. That the MODIFIED ATTACHMENT against Culliney’s interest in the Gifford Property may be recorded by Encompass 30 hours after the Court’s issuance of this Order, or immediately following the recording of the Citizens Bank First Mortgage by Culliney’s real estate counsel, whichever comes first;

6. That Culliney, and his wife, Nancy Culliney, warrant that no encumbrance(s) (including, but not limited to, secondary mortgages and contingent beneficial interests) other than the Citizens Bank First Mortgage and Homestead protection will be placed on or perfected in connection with the Gifford Drive Property prior to the recording of Encompass’ MODIFIED ATTACHMENT;

7. That Culliney warrants that he will own the real property located at 3 Gifford Drive in the same capacity that he owns the real property located at 3 Kayla Drive as "Tenants By The Entirety";

DATED: August 22, 2005

BY THE COURT,

  
United States District Judge